trial. *Kent v. Ginter*, 23 Ind. 1; *West v. Pritchard*, 19 Conn. 212. In stock transactions many states allow, as damages, the highest market value between the time of the injury and the trial. *Loeb v. Flash*, 65 Ala. 526; *Ellis v. Wire*, 33 Ind. 127. In some states the highest value between the date of the injury and the date of the bringing of the action is allowed. *Cannon v. Folsom*, 2 Ia. 101. If there is undue delay in bringing the action the value at the time of injury is the measure of damages. *Chadwick v. Butler*, 28 Mich. 349; *Heilbrover v. Douglass*, 45 Tex. 402. Many states follow the New York rule which fixes as the proper measure of damages, the highest market value from the time of conversion up to a reasonable time to replace such stock. *Baker v. Drake*, 53 N. Y. 211; overruling *Markham v. Jaudon*, 41 N. Y. 235; *Wright v. Bank of the Metropolis*, 110 N. Y. 237.

EVIDENCE—STATEMENTS TO ATTORNEY—PRIVILEGE.—KAUFMAN V. ROSENSHINE ET AL., 90 N. Y. SUPP. 205.—*Held*, that the testimony of an attorney as to communications made to him by his client is not admissible, whether they relate to a suit pending, or to any other matter requiring the professional assistance of the attorney or counsel. Van Brunt, J., *dissenting*.

This privilege is irrespective of litigation begun or contemplated. *Greenough v. Gaskell.*, 1 Myl. & K. 98; *Foster v. Hall*, 12 Pick. 89. Where no legal problem has been expressly brought forward by the client, his communications concerning the mere drafting of deeds and other instruments do not come within the privilege. *Hotton v. Robinson*, 14 Pick 416; *De Walf v. Strader*, 26 Ill. 225. The legal adviser must be admitted to practice. *Barnes v. Harris*, 7 Cush. 576; *Schubkagel v. Dierstein*, 131 Pa. 46. But the rule applies to attorney's clerks and other agents in his service. *Laudsberger v. Gorham*, 5 Cal. 450; *Sibley v. Waffle*, 16 N. Y. 180. The client's *bona fide* belief that his adviser is an admitted attorney entitles him to the privilege. *Howes v. State*, 88 Ala. 38; *People v. Barker*, 60 Mich. 277. It is immaterial whether services are gratuitous or not. *Andrews v. Simms*, 33 Ark. 771; *Davis v. Morgan*, 19 Mont. 141. A legal adviser may give evidence of a fact which is patent to his senses, but not the subject of a voluntary communication. *Coveney v. Tannahill*, 1 Hill 33; *Brown v. Foster*, 1 H. & N. 736. *Contra*, *Robson v. Kemp*, 5 Esp. 52. The moment confidence ceases, privilege ceases. *Parkhurst v. Lawter*, 2 Swanst. 194; *Hager v. Shindler*, 29 Cal. 47. Confidence is not presumed from mere relation of attorney and client. *People v. Atkinson*, 40 Cal. 284. Representative of deceased may waive the privilege in the interest of the estate. *Layman's Will*, 40 Minn. 372; *Brooks v. Holden*, 175 Mass. 137. *Contra*, *Westover v. Ins. Co.*, 9 N. Y. 56.

EVIDENCE—TELEGRAMS.—CGBB V. GLENN BOOM & LUMBER CO., 49 S. E. 1005 (W. VA.).—*Held*, that a telegram as received can be admitted only as secondary evidence where the telegraph company is the agent of the sender.

If the telegraph company is the agent of the sender, the message delivered is primary evidence as against the sender. *Morgan v. People*, 59 Ill. 58; *Trevor v. Woods*, 36 N. Y. 307. But if the receiver is the employer, the original message given by the sender to the operator must be produced. *Durkee v. R. R.*, 29 Vt. 127. In an action for failure to deliver with diligence the delivered message is the original. *Conyers v. P. T. C. Co.*, 92 Ga. 619; *West. Union Tel. Co. v. Fatman*, 73 Ala. 285. In an action for failure to transmit message the dispatch handed to the operator is the original. *West. Union*

Tel. Co. v. Hopkins, 49 Ind. 223. To prove a hiring by telegraph the dispatch received is the original. *Wilson v. R. Co.*, 31 Minn. 481; *Williams v. Brickell*, 37 Miss. 682. The rule that a letter following a previous one calling for a reply should sufficiently authenticate itself by its contents does not hold in regard to telegrams. *Howley v. Whipple*, 48 N. H. 487.

FORGERY—WHAT CONSTITUTES.—PEOPLE V. ABEEL, 91 N. Y. SUPP. 699.—*Held*, that a false letter of introduction is not a forgery at common law where it could not be considered as a means by which another could be defrauded or by which a pecuniary liability could be created.

A writing which affects no legal rights cannot be the subject of forgery. *Waterman v. People*, 67 Ill. 91. The general rule both at common law and under statute is that an instrument to be the subject of forgery must be such that if it were genuine it would have some apparent legal efficacy. *Abbott v. Rose*, 62 Me. 194; *Dixon v. State*, 81 Ala. 61. It must be valid for the purpose for which it purports to have been designed, *Anderson v. State*, 20 Tex. App. 595; and legally capable of affecting a fraud. *Terry v. Comm.*, 87 Va. 672. In *State v. Ames*, 2 Greenl. 365 and *Comm. v. Coe*, 115 Mass. 481, it is held that a letter of recommendation or testimonial of good character is subject to forgery. *Contra*, *Waterman v. People*, *supra*.

INSURANCE—CONSTRUCTION OF POLICY—TECHNICAL WORDS.—PETERSON V. MODERN BROTHERHOOD OF AMERICA, 101 N. W. 289 (IOWA.).—*Held*, that an insurance certificate entitling the insured to a certain benefit in case of the breaking of a leg, and defining such breaking as "the breaking of the shaft of the thigh bone between the hip and knee joints, or the breaking of the shafts of both bones between the knee and ankle joints" does not cover what is known as a "Pott's fracture," which is defined as the breaking of one bone between the knee and ankle joints, and the dislocation of the other or, as technically defined, the breaking of the fibula one and one-half to two inches above the joint, and of the malleolus process. Weaver and Bishop, JJ., *dissenting*.

The general rule in constructing insurance contracts is that words are to be taken in that sense to which the apparent object and intention of the parties limit them. *Robertson v. French*, 4 East 135; *Ripley v. Ætna F. Ins. Co.*, 30 N. Y. 136; *Yeaton v. Fry*, 5 Cranch 335. When a stipulation or exception in a policy is capable of two meanings, the one most favorable to the insured is to be adopted. *May, Insurance*, § 172; *Western Ins. Co. v. Cropper*, 32 Pa. 351; *Phœnix Ins. Co. v. Slaughter*, 12 Wall. 404. Words are further to be construed, not in a technical, but in a general, usual way. *May, Insurance*, § 175; *Fire Ass'n. v. Transp. Co.*, 66 Md. 339; *Universal F. Ins. Co. v. Block*, 109 Pa. 535.

INSURANCE—SEVERABLE POLICY.—DONLEY V. GLENS FALLS INS. CO., 91 N. Y. SUPP. 302.—*Held*, that breach of warranty as to title of land on which the insured building is located does not avoid the policy as to personalty situated in the building. McLennan, P. J., and Storer, J., *dissenting*.

The general rule as to insurance of building and contents is that such policy is not severable, and that forfeiture of the insurance as to the building will forfeit it also as to the contents. *Assur. Co. v. Stoddard*, 88 Ala. 606; *Bank v. Ins. Co.*, 57 Conn. 335; *Havens v. Ins. Co.*, 111 Ind. 90. In New York, however, the later cases have fully established the rule in the principal case. *Sunderlin v. Ins. Co.*, 18 Hun 522; *Woodward v. Ins. Co.*, 32 Hun